

MAR 20 '07

10-30 AM

KELLAM & PETTIT

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

2701 COLTSGATE ROAD

SUITE 300

CHARLOTTE, NORTH CAROLINA 28211

SURFACE TRANSPORTATION BOARD

TELEPHONE

704.442.9500

TELECOPIER

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W.J. KELLAM, JR.
MATTHEW T. McKEE
W. CHRIS PARNELL
WILLIAM WALT PETTIT *
KAYCE C. STAEHLE **
MICHAEL B. STEIN
LAUREN S. THURMOND **

* ALSO ADMITTED IN GA

** ALSO ADMITTED IN SC

March 6, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

RE: Documents for Recordation

Dear Mr. Secretary:

I have enclosed two originals of the document described below to be recorded, pursuant to Section 11301 of Title 49 of the United States Code. This document is an Equipment Lease (Finance) and corresponding parts and is a primary document, dated February 7, 2007. The names and addresses of the parties to the document are as follows:

Lessor: First Prime Capital, LLC
3111 Monroe Road, #204
Charlotte, N.C. 28205

Lessee: American Steel Processing Co.
328 Wahoo Road
P.O. Box 9220
Panama City, F.L. 32417

Guarantor: Joseph J. Fanell
328 Wahoo Road
P.O. Box 9220
Panama City, F.L. 32417



A description of the equipment covered by the document is as follows:

One (1) 1979 Johnstown America 4240 cubic foot gondola railcar, Serial # RRLX002007;

One (1) 1972 Johnstown America 6500 cubic foot gondola railcar, Serial # RRLX000240; and

One (1) 1980 Johnstown America 4240 cubic foot gondola railcar, Serial # UNSX000414.

A fee of Thirty-Four Dollars (\$34.00) is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Gene Sides at the address provided hereinabove for the Lessor.

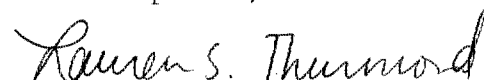
A short summary of the document to appear in the index is as follows:

Equipment Lease (Finance) between First Prime Capital, LLC, 3111 Monroe Road, #204, Charlotte, N.C. 28205 and American Steel Processing Co., 328 Wahoo Road, P.O. Box 9220, Panama City, F.L. 32417, dated February 7, 2007 and covering: One (1) 1979 Johnstown America 4240 cubic foot gondola railcar, Serial # RRLX002007; One (1) 1972 Johnstown America 6500 cubic foot gondola railcar, Serial # RRLX000240; and One (1) 1980 Johnstown America 4240 cubic foot gondola railcar, Serial # UNSX000414.

If you have any questions regarding this request for recordation of the Lease referenced herein, please do not hesitate to contact me.

Very truly yours,

KELLAM & PETTIT, P.A.
Attorneys for Lessor First
Prime Capital, LLC

A handwritten signature in cursive script that reads "Lauren S. Thurmond".

Lauren S. Thurmond

MAR 20 '07

10-30 AM

SURFACE TRANSPORTATION BOARD

First Prime Capital, LLC
Post Office Box 6313
Florence, SC 29502

EQUIPMENT LEASE
(Finance)

02/07/2007

02072007-008

Date of Lease

Contract Number

Lessee Name: American Steel Processing Co.

Asset Location Name: American Steel Processing Co.

DBA: American Steel Processing Co.

Address: 50 John Street

Address: 328 Wahoo Road

Hicksville, NY 11690

Panama City, FL 32408

Contact: Joseph J Fanell

Phone: 724-837-7203

Description:

Serial No.:

If Schedule "A" is attached check here: ☒

Estimated Cost:	68000.00 *	Estimated Monthly Payment:	1631.32	Estimated Residual:	0.00	No. of Monthly Payments:	60	Advance Payment:	3262.64
Actual Cost:	\$68,000.00	Monthly Lease Payment:	1631.32	Stated Residual:	0.00	Lease Payment Commencement Date:	2-27-07		(kg)

* Includes \$150 documentary fee

IN WITNESS WHEREOF, the parties hereto hereby execute this lease as of the day and year written as the date of lease.
FIRST PRIME CAPITAL, LLC

American Steel Processing Co.

Lessee

BY: Karen Stennett

BY: Joseph J. Fanell

Title: Funding Administrator

Title:

THIS EQUIPMENT LEASE (herein "lease" or "agreement") is made in Florence, South Carolina, by and between FIRST PRIME CAPITAL, LLC (herein "Lessor") and the above named Lessee.

1. **Lease of Equipment.** Lessor hereby leases to Lessee and Lessee leases from Lessor equipment (herein "equipment") described above upon the terms and conditions set forth herein.

2. **Lease Term.** The term of this lease commences on the date set forth above and shall continue thereafter until the end of the month for which the last lease payment required is made or until final settlement is otherwise made pursuant to the terms hereof.

3. **Lease Payments.** Within the lease term, lease payments shall be made on or before the first day of each calendar month commencing the first day of the month immediately following delivery of the equipment to Lessee. The first such payment shall include an interim charge for the period from the delivery date of the equipment to the first lease payment date. Lessee authorizes Lessor to fill in the Lease Payment Commencement Date above with the date the first lease payment is due hereunder. Time is of the essence. Should Lessee fail to pay the lease payment on the date it became due, Lessor may collect from Lessee as an additional lease payment an amount equal to five percent (5%) of such monthly lease payment. Lessor may charge a return check charge for each check of Lessee which is returned unpaid for any reason.

4. **Ownership of Equipment; Special Power of Attorney.** (a) The equipment is, and shall at all times remain, the property of Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any building thereon by any means. If Lessor supplies Lessee with labels stating that the equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of equipment. (b) Lessee hereby appoints Lessor Lessee's attorney-in-fact for the purpose of executing in the Lessee's name and filing any instrument or document, including UCC financing statements, pertaining to or evidencing Lessor's interest in the equipment and for the purpose of paying, on Lessee's behalf, any fee, tax or other expense arising out of such a filing and out of a records search in connection with the same. Lessee shall reimburse Lessor for any such payment. No filing under the UCC shall imply an intention to create a security interest, it being the intention of the parties that this lease be construed as a true lease.

5. **Use of Equipment.** Lessee acknowledges that it is leasing the equipment for commercial purposes. Lessee shall use the equipment in a careful manner and shall comply with all laws and regulations relating to its possession, use and maintenance.

6. **Delivery, Location and Inspection.** The equipment shall be delivered at the address specified above and upon tender by Lessor to Lessee or its representative of each equipment in good repair, Lessee will accept delivery and execute a Delivery Receipt therefor. Lessor shall have the right to inspect equipment at any reasonable time and Lessee shall advise Lessor of the exact location of each asset. Lessee hereby authorizes Lessor to receive equipment from the manufacturer or the dealer on behalf of Lessee and deliver the equipment to the asset location specified above.

7. **Warranties.** Lessee agrees that it has selected the equipment based upon its own judgment and that Lessor has acquired the equipment only in connection with this lease. Lessee disclaims any reliance upon any statements or representations of Lessor. **LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PIECE THEREOF, EXPRESSED OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF SUITABILITY, CONDITION, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE EQUIPMENT OR INABILITY TO USE THE EQUIPMENT OR ANY PART OR PIECE THEREOF.** Lessee agrees to make the lease payment and other payments required hereunder without regard to the condition, suitability or fitness of the equipment and to look only to persons other than the Lessor (such as the manufacturer, vendor or carrier thereof) if any item of the equipment is for any reason defective.

8. **Advance Lease Payments.** Any advance lease payment paid by Lessee to Lessor for the lease of the equipment shall be applied by Lessor to the first lease payment due hereunder and, if any of the advance payment remains after such application, it will be held by Lessor for satisfaction of Lessee's obligations under this lease.

9. **Determination of Actual Cost and Stated Residual.** Actual Cost means the cost to Lessor of purchasing and delivering the equipment to Lessee, including excise and other taxes, transportation and all other charges. The amount of each estimated lease payment, the estimated cost and the estimated residual set forth above are estimates and it is mutually agreed that upon final determination of the Actual Cost, Lessor will insert the stated residual amount, adjust the lease payments proportionately if the Actual Cost differs from Estimated Cost, insert the appropriate figures and notify the Lessee of such amounts. Lessee authorizes Lessor to add to the amount of any lease payment any tax that may be imposed on or measured by the lease payments. The Stated Residual shall be the amount stipulated by Lessor and agreed to by Lessee specified above. If the Actual Cost differs materially (as determined by Lessor) from the estimated cost initially set forth above, Lessor, at its option, may terminate this lease.

10. **Insurance.** Lessee shall provide and maintain (a) policies insuring the equipment for comprehensive coverage, fire, collision, loss, theft, destruction or damage of the equipment in an amount not less than the full replacement value thereof with a maximum \$4,000 deductible, with loss payable to Lessor, and (b) public liability insurance against claims for personal injuries, death and property damage, with minimum combined single limits of \$500,000 and maximum deductible \$4,000, which insurance shall name Lessor as an additional insured and as loss payee. All insurance shall be with companies satisfactory to Lessor or its assigns. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee and that insurer will give Lessor at least thirty (30) days prior written notice before the policy is altered or cancelled. Lessee shall pay the premiums for all insurance and deliver such policies, or duplicates thereof, to Lessor upon delivery of the equipment to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under said insurance policies. Lessor may apply the proceeds of said insurance to replace or repair the equipment and/or to satisfy some or all of Lessee's obligation hereunder. Lessor, at its expense, may choose to appoint a third party to act on its behalf to receive policies or notices and verify Lessee performs the insurance requirements set forth in this lease.

11. **Operation and Repair.** Lessee shall pay or cause to be paid all costs, expenses, fees and charges incurred in connection with the use and operation of the equipment and shall keep the equipment in good condition and repair and furnish all parts, mechanisms and devices required therefor. Lessee shall reimburse Lessor upon demand, as an additional lease payment, the amount of any such costs, expenses, fees or charges which are paid by Lessor.

12. **Alterations.** Lessee shall not make any alterations, additions or improvements to the equipment without Lessor's written consent. All additions and improvements made to the equipment shall become the property of Lessor.

13. **Liens and Taxes.** Lessee shall keep the equipment free and clear of all levies, liens and security interests and shall give Lessor immediate notice of any attachment or other judicial process affecting any equipment. Lessee shall pay all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the equipment, excluding all taxes on or measured by Lessor's net income. If Lessee fails to notify Lessor of a change in location which results in an amendment to a filing, application for refund, or other additional administrative work to correctly file, Lessee will pay Lessor an additional fee to compensate Lessor for this additional administrative burden. Lessor, at its expense, may choose to appoint a third party to act on its behalf to administratively manage, file and remit taxes as set forth in this lease.

14. **Lessor's Payment.** If Lessee fails to procure or maintain said insurance, release said liens or pay said charges and taxes, Lessor shall have the right, but shall not be obligated, to obtain such insurance, release such liens or pay such charges and taxes and Lessee shall pay to Lessor the amounts so paid, on demand, as an additional lease payment.

15. **Assignment or Sublease.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest herein, or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this lease and/or mortgage the equipment, in whole or part, without notice to Lessee and its assignee or mortgagee may reassign this lease and/or such mortgage, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor under this lease. Lessee shall execute and deliver an acknowledgement of each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim or offset that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto. Lessee hereby waives any and all existing and future claims and offsets against any lease payments or other payments due hereunder and agrees to pay the lease payments and other amounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

16. **Loss and Damage.** Lessee shall bear the entire risk of loss, theft, destruction or damage of the equipment from any cause whatsoever and no loss, theft, destruction or damage of the equipment shall relieve Lessee of the obligation to pay lease payments or of any other obligation under this lease. In addition, Lessee shall bear the entire risk of loss, theft, destruction or damage of the equipment in the course of its transportation or delivery to Lessee, notwithstanding the failure of Lessee to execute a Delivery Receipt for such equipment.

17. **INDEMNITY.** Lessee hereby indemnifies Lessor against and agrees to hold it harmless from any and all claims, actions, proceedings, liability and expense (including legal expense) arising in connection with the equipment, including without limitation the manufacture, selection, ordering, purchase, delivery, possession, ownership, use, condition, operation or return thereof and including liability for death or injury to persons, damage to property and strict liability under the laws or judicial decisions of any state or of the United States. This indemnity will survive a termination of this lease.

18. **Default.** Each of the following events will constitute an "Event of Default" hereunder: (n) Lessee's failure to pay when due any lease payment or other charges required herein to be paid; (h) Lessee's failure to observe or perform any other agreement required herein to be observed or performed by Lessee and Lessee's continued failure for ten days following written notice thereof by Lessor to Lessee; (c) the cessation of doing business as a going concern or assignment for the benefit of creditors by the Lessee or any guarantor of this lease or any partner of Lessee if Lessee is a partnership; (d) the bankruptcy or receivership of Lessee; (e) the death of any individual Lessee, guarantor of this lease or partner of Lessee if Lessee is a partnership; (f) Lessee's failure to submit timely financial or credit information requested by Lessor or Lessee's submission of financial or credit information that is false or misleading in any material respect when submitted; (g) the occurrence of an event of default under any other obligation or agreement of Lessee to or with Lessor; (h) Lessee's default in the repayment of any indebtedness Lessee may now or hereafter owe Lessor or any affiliate thereof or any other entity or person; and, (i) the existence of circumstances which causes Lessor, in good faith, to be insecure regarding Lessee's performance of its lease obligations and, within ten days following notice by Lessor advising Lessee of such circumstances, Lessee has failed to take such action as is necessary and sufficient to remove such insecurity.

19. **Remedies.** Lessor and Lessee agree that Lessor's damages suffered by reason of the occurrence of an *Event of Default* are uncertain and not capable of exact measurement at the time this lease is executed and therefore they agree that, for purposes of this paragraph, "Lessor's Loss" as of any date will be the sum of the following: (i) the amount of the first 12 lease payments have not become due as of such date; plus (ii) the amount of all lease payments and other amounts payable by Lessee hereunder that are due but unpaid as of such date; plus (iii) all lease payments and other amounts required hereunder to be made during the course of the remainder of the term hereof less unearned income which would otherwise have been realized by Lessor from the date of termination or surrender through the remainder of the term of this lease; plus (iv) the Stated Residual of the equipment as set forth above. Upon the occurrence of an *Event of Default* and at any time thereafter, Lessor may exercise any one or more of the following remedies.

(a) Lessor may, by written notice to Lessee, terminate this lease and declare an amount equal to *Lessor's Loss* as of the date of the notice to be immediately due and payable, and the same will then be and become immediately due and payable without further notice or demand, and all rights of the Lessee to use the equipment will terminate but Lessee will remain liable as provided in this paragraph. Lessee will at its expense promptly deliver the equipment to Lessor at a location specified by Lessor. Lessor is also entitled to enter upon the premises where the equipment is located and take immediate possession of and remove the equipment with or without instituting legal proceedings and without incurring any liability to Lessee for any damages resulting from the taking of possession of the equipment.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this lease or to recover, for breach of this lease, *Lessor's Loss* as of the date *Lessor's Loss* is declared due and payable hereunder. Lessor may elect binding arbitration of any dispute with Lessee regarding a default by Lessee and any such arbitration will be conducted in Charlotte, North Carolina pursuant to the Rules of the American Arbitration Association.

(c) In the event Lessor repossesses the equipment, Lessor will publicly or privately sell or lease each item of the equipment in such manner and upon such terms as Lessor may in its sole discretion determine to be appropriate. The proceeds of the sale or lease will be applied to reimburse Lessor for *Lessor's Loss* and any additional amounts due under subparagraphs (d) and (e), below. Lessor will be entitled to any surplus and Lessee will remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the equipment by Lessor will be the amount reasonably assigned by Lessor as the cost of such equipment in determining the lease payments under such lease.

(d) Lessor may recover interest on the unpaid balance of *Lessor's Loss* from the date of the *Event of Default* until the date that it is fully paid equal to ten percent or the highest rate permitted by law.

(e) Lessor may exercise any other right or remedy available to it by law or agreement, and may in any event recover attorneys' fees of fifteen per cent of *Lessor's Loss* together with all other expenses incurred by reason of an *Event of Default* or the exercise of any remedy hereunder, including without limitation the expenses of repossession, repair, storage, transportation and disposition of the equipment.

No remedy provided for in this paragraph is intended to be exclusive and each will be cumulative but only to the extent necessary to enable Lessor to recover from Lessee amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder will constitute a waiver of any other breach of Lessee's obligations hereunder.

20. **Extension of Lease Term.** If Lessee fails to purchase the equipment and otherwise comply with Paragraph 21 below, Lessor may, in its sole and absolute discretion, extend the term of this Lease for one year. During such lease extension, the lease payment amount shall equal the Monthly Lease Payment set forth above and all of the provisions hereof shall continue in full force and effect.

21. **Surrender and Final Settlement.**

(a) On or before the termination of this Lease, Lessee shall pay Lessor all sums due hereunder, whether for lease payment or otherwise. If any such sum is past due, it will bear interest at the highest rate allowed by law and such accrued interest shall be paid by Lessee prior to termination.

(b) Provided that Lessee shall have faithfully performed all the conditions imposed upon Lessee by this lease, Lessee shall at the expiration of the original lease term, or at the expiration of any extended lease term, purchase the equipment for the Stated Residual plus \$100.

22. **Notices.** Any written notice or demand shall be given to a party by mailing it to the party at its address set forth above, or at such address as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

23. **Financial Information.** Lessee shall provide Lessor with continuing periodic financial statements at intervals of not less than every year from the date of this lease, which financial statements shall consist of a balance sheet and a statement of earnings of Lessee, such statements to be prepared in accordance with generally accepted accounting principles.

24. **Facsimiles.** For convenience, Lessor may accept a facsimile copy of this lease with facsimile signatures. Lessee agrees a facsimile copy will be treated as an original and will be admissible as evidence of this lease.

25. **Entire Agreement; Miscellaneous.** This agreement, together with Schedule "A", if attached, and the Delivery Receipt executed by Lessee in connection with the equipment, constitute the entire agreement between Lessor and Lessee and supersedes any agreement heretofore entered into between the parties relating to the equipment. If more than one Lessee is named in this lease, the liability of each shall be joint and several. No agent or employee of any manufacturer or dealer is authorized to bind Lessor, waive or alter any term or condition or add any provision hereto. Waiver by Lessor of any provision in one instance shall not constitute a waiver as to any other instance. This lease shall be governed by and construed in accordance with the laws of the State of South Carolina. The plural shall include the singular and the singular the plural. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel and other documents as Lessor shall request from time to time. Any provision of this agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this agreement.

LEASE COMMITMENT AGREEMENT

LESSOR

First Prime Capital, LLC
Post Office Box 6313
Florence, South Carolina 29502

LESSEE

American Steel Processing Co.
328 Wahoo Road
Panama City, FL 32408

THIS LEASE COMMITMENT AGREEMENT is made in Florence, South Carolina, by and between FIRST PRIME CAPITAL, LLC, Lessor and the above named Lessee.

1. **COMMITMENT.** Lessor hereby commits to lease to Lessee personal property (the "personal property") to be delivered in accordance with the Lease Agreement and Purchase Order, or such documents performing similar functions, attached hereto and incorporated herein by reference (the "Lease Documents"). In connection with this commitment, Lessor will make any down payment, progress payments or similar payments required by the supplier of the personal property prior to the delivery, installation and acceptance of the personal property by Lessee.

2. **COMMITMENT FEE.** Lessee hereby agrees to pay to Lessor a monthly fee for this commitment, which shall equal the interest accruing daily on the amount of funds advanced by Lessor to the supplier at First Prime Capital's prime rate. The first monthly fee shall be due and payable on the first business day of the month following Lessor's first payment hereunder. The monthly fee shall be due and payable to the Lease Payment Commencement Date, on which date the monthly fee shall terminate.

3. **NON-DELIVERY OR NON-ACCEPTANCE.** In the event that the personal property has not been delivered and accepted by Lessee within the time period set forth in the Lease Documents, or if Lessee commits an event of default under any agreement with Lessor, then Lessee shall pay Lessor upon demand all sums advanced to the supplier pursuant to paragraph 1 of this commitment and all accrued by unpaid fees due under paragraph 2 of this commitment. The obligation set forth in this paragraph is absolute and is not subject to set-off, counterclaim, defense or any other claim arising out of the selection of the supplier, selection or specification of the personal property, or otherwise. An event of non-delivery or non-acceptance pursuant to this paragraph shall terminate the obligation of Lessor under this commitment and those agreements, documents, or order forms incorporated herein by reference.

4. **INDEMNIFICATION.** Lessee hereby agrees to indemnify Lessor against, and hold Lessor harmless from, any and all losses, claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the personal property, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return of such personal property and failure to recover on claims under insurance policies covering such personal property.

IN WITNESS WHEREOF, the parties hereto hereby execute this commitment and agree to all the terms and conditions set forth above as of the date first written above.

FIRST PRIME CAPITAL, LLC.
By: Karen Struett
Funding Manager
Title

American Steel Processing Co.
Lessee
By: (X) [Signature]
Title

First Prime Capital, LLC

Post Office Box 6313

Florence, South Carolina 29502

Delivery Receipt

Lessee Name: American Steel Processing Co.

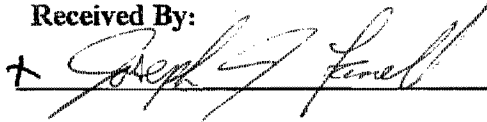
Asset Description: _____

Serial Number (if applicable) or VIN _____

If Schedule "A" attached, check here: ☒

The above named Lessee, acknowledges that they received and accepted from First Prime Capital, LLC, Lessor, the asset described above in good condition and repair, subject to all the terms and conditions of the Lease dated 02/07/2007 entered into between them and that the asset is in material respects as described in the Lease.

Received By:

+ 
Lessee or Lessee Agent

Date: 2/07/07

First Prime Capital, LLC

P.O. Box 6313
Florence, SC 29502

Schedule A

Lease Dated 02/07/2007, between First Prime Capital, LLC, Lessor and
American Steel Processing Co., Lessee, additional assets leased:

QTY	SERIAL NUMBER	DESCRIPTION AND ADDRESS (IF APPLICABLE)	ESTIMATED COST
1	RRLX002007	1979 Johnstown America 4240 cubic foot gondola railcar	\$23,000.00
1	RRLX000240	1972 Johnstown America 6500 cubic foot gondola railcar	\$22,000.00
1	UNSX000414	1980 Johnstown America 4240 cubic foot gondola railcar	\$23,000.00
Total for Schedule A			\$68,000.00

First Prime Capital, LLC

Lessor

Initials

American Steel Processing Co.

Lessee

Initials

CERTIFICATION OF CORPORATE SECRETARY

I hereby certify that I am the duly elected and qualified Secretary of: American Steel Processing Co. (the "Company"), a corporation duly organized and validly existing under the laws of the State of Florida

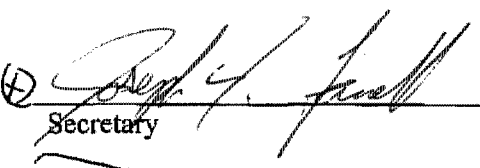
I further certify that the individuals named below have been duly elected to the office or offices set alongside their respective names by action of the Company's Board of Director:

NAME	OFFICE
<u>Joseph J Fanell</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

I further certify that each of the above named individuals is authorized pursuant to duly adopted Board of Director resolutions and/or the by-laws of the Company to execute on behalf of the Company one or more leases with First Prime Capital, LLC, and that, upon the execution of such documents by any one of the above named individuals, such document shall be binding upon the Company.

IN WITNESS, WHEREOF, I have hereunto set my hand as Secretary of the Company and affixed the corporate seal of the Company this Feb 07, 2007

(Corporate Seal)

Ⓢ 
Secretary

LIMITED LIABILITY COMPANY FORM OF ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Gene Sides, certify that I am the Managing Member of First Prime Capital, LLC, a South Carolina Limited Liability Company, that the foregoing instrument was signed on behalf of the Company by authority duly given and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Company.

By: Gene Sides

Title: MANAGING MEMBER

Date: 2-7-07

CORPORATE FORM OF ACKNOWLEDGEMENT

I, Joseph J. Fanell, certify that I am the President of American Steel Processing Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury that the foregoing is true and correct.

BY: 

Title: President

Date: 2.7.07